

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT is made as of 12/08/08 (the "Effective Date"), by and between Elephant Group, Inc., ("Elephant Group"), a Delaware corporation with its principal place of business located at 3303 West Commercial Blvd., Ft. Lauderdale, FL 33309, Saveology.com LLC ("Saveology"), a wholly-owned limited liability company of Elephant Group Inc., and ADT Security Services, Inc., a Delaware corporation (hereinafter referred to as "ADT") to amend the Agreement entered into between Elephant Group, Inc., homes.org LLC, and ADT on June 5, 2008 as modified by the First Amendment thereto on July 11, 2008 (collectively the "Agreement"), providing for the terms and conditions of the sale of Leads and Referrals to ADT Authorized Dealers.

WHEREAS, the parties entered into an Agreement on June 5, 2008, and a First Amendment thereto on July 11, 2008. Under the terms of the Agreement, Elephant Group, Inc., by and through its wholly-owned limited liability company homes.org LLC, was to perform the Marketing Program and otherwise abide by the terms and conditions of the Agreement.

WHEREAS, homes.org LLC changed its name to Saveology.com LLC by way of Articles of Amendment filed with the Florida Secretary of State on September 11, 2008, with an effective date of September 26, 2008, and the parties desire to modify the terms and conditions in the Agreement as set forth herein to reflect this name change.

WHEREAS, the parties seek to clarify the parties to the Agreement by way of this Second Amendment

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. ADT's grant of a limited, revocable, non-transferable, and non-exclusive right to use its trademarks, trade name, and service marks under Section 4.2 of the Agreement shall be limited to Saveology and Saveology's marketing on the url: www.firsthomealarm.com owned by Saveology. Neither Elephant Group nor Saveology shall have the right to transfer, sublicense, assign, or otherwise grant any interest in ADT's trade name, trademarks, and service marks without ADT's express written consent.

2. Saveology shall be bound to all the terms and conditions set forth in the Agreement as a signatory party thereto, and any references to Elephant Group in the Agreement shall apply with equal force and effect to Saveology.

3. There is hereby added the following Exhibit G to the Agreement and Saveology and Elephant Group agree to abide by all the terms set forth herein as a "Marketing Affiliate:"

EXHIBIT G:
Online Marketing Guidelines

The following are the official Online Marketing Guidelines of ADT Security Services, Inc. ("ADT", "ADT Corporate" or "the Company"). These Guidelines apply to both ADT and the Company's various Marketing Affiliates. Marketing Affiliates are defined as ADT's Authorized Dealers (including their agencies and marketing affiliates), Lead Generation Publishers/Aggregators, and any other marketing affiliate of ADT

The purpose of the following guidelines is:

1. To protect the ADT Registered Trademark name in Paid Search advertising.
2. To establish Ad Copy guidelines for Marketing Affiliates in *all* online marketing channels.

Bid Guidelines

ADT Brand Keywords are defined here as any keyword or keyword phrase that contains any ADT registered trademark or known variant thereof, e.g. ADT, ADT Alarm, ADT Security, etc.

All ADT Marketing Affiliates including Authorized Dealers, Lead Generation Publishers/Aggregators and other Marketing Affiliates must adhere to the following search engine advertising bid guidelines:

- a. Marketing Affiliates may **not** bid on any ADT Brand Keyword in any search engine advertising without a license agreement or other express written authorization from ADT. Such license agreement or other express written authorization may contain restrictions in addition to those in these Guidelines, all of which must be adhered to by the respective Marketing Affiliate.
- b. Where ADT has given a license agreement or other express written authorization to use its registered ADT trademark to Marketing Affiliates, Marketing Affiliates may **not** bid on any ADT Brand Keyword in any search engine advertising unless accompanied by the words "dealer" or "authorized dealer" for ADT Authorized Dealers and "marketing affiliate" for Marketing Affiliates (other than an ADT Authorized Dealer) and done on 'Exact Match' search criteria. This includes search engines such as Google, Yahoo and MSN.
- c. Where ADT has given a license agreement or other express written authorization to use its registered ADT trademark to Marketing Affiliates, Marketing Affiliates

must refrain from out-ranking the official ADT Corporate paid search listing which is always identifiable by the display url www.adt.com or www.ADT.com.

- d. If a Marketing Affiliate is out-ranking the official ADT site listing when bidding on any ADT Brand Keyword, it is the responsibility of the Marketing Affiliate to adjust their bids downward in a timely manner not to exceed 24 hours such that they are in a lower position than the official ADT ad.
- e. Marketing Affiliates will be restricted from future bidding on the ADT Brand Keyword, as determined by ADT in the sole exercise of its discretion, if they violate the above ranking guidelines and ADT Authorized Dealers will, in addition, be subject to the ADT remedies set forth in Section 4. **ADVERTISING, MARKETING AND PROMOTION of the ADT Authorized Dealer Agreement** if:
 - i. The infraction is not rectified within 24-hours after notification from ADT; or
 - ii. The infraction occurs 3 times or greater during a calendar month for a particular Marketing Partner.
- f. General terms such as “home security” or “burglar alarm” or any other word or phrase that *do not* include “ADT” are allowed and are thus *exempt* from these bidding restrictions. ADT encourages Marketing Affiliates to bid on these non-brand keywords and does not restrict the prices at which they can bid.
- g. Marketing Affiliates must adhere to the Ad copy, website and reporting guidelines stated below.

Ad Copy Guidelines

The goal of the following Ad Copy guidelines is to clearly distinguish online ads by ADT Corporate from ads by Authorized Dealers or other Marketing Affiliates.

1. When creating Ad Copy for *any* online marketing campaign, including but not limited to Paid Search, the following policy must be adhered to by the Company's Marketing Affiliates:
 - a. The ADT Brand Keywords cannot be used in search ad titles or ad descriptions unless it says “ADT Authorized Dealer” or, in cases in which the ad is from a Marketing Affiliate other than an Authorized Dealer, “ADT Marketing Affiliate”. In cases where the ADT Brand Keywords are not included in the ad copy title, this language must be in *the* description

Note: In consideration of online character and space limitations, “ADT Auth.Dealer” or “ADT Mkting Aff.” are allowable abbreviations.

- b. The Ad Copy must **not** include the word “Official” or in any way insinuate the ad is coming from ADT Corporate.
- c. The visible URL must **not** contain “ADT” or any ADT branded product name.
- d. If word ‘Free’ is used in the paid search ad description, then the same ad description must also include the words “\$99 installation fee and purchase of alarm monitoring services”.
- e. The Ad Copy for ADT Authorized Dealers must comply with all other requirements of the ADT Authorized Dealer Agreement Advertising and Marketing Guidelines.
- f. All URLs and landing pages must be approved by the ADT marketing department. Please direct your requests for approval to Svenja Schulz (sschulz@tycoint.com).

Examples

Good Copy: Indicates the advertiser is an “Authorized Dealer” and must include reference to \$99 installation charge in the first line of text. Does not insinuate “Official” site.

Home Security

ADT authorized dealer -- Free home security system -- \$99 installation fee – Click for details
www.abcalarm.com

Bad Copy: Insinuates this is an “Official” site. Does not include “Authorized Dealer” or “Affiliate” language and does not include reference to \$99 installation charge.

Official – ADT – Security System Free

Request information with ~~no obligation for a free home or business security system monitored by ADT. Value over \$450.~~
www.xyzalarm.com

2. When listing the "Advertiser Name" on any Paid Search insertion order or account setup with a Search Engine or any other Web Publisher, Marketing Affiliates must not list ADT as the primary advertiser. The actual legal company name of the Marketing Affiliate must be entered as the primary advertiser.

Lead Purchasing Guidelines

Non-affiliated lead generation publishers or aggregators with whom ADT has no contractual relationship may be acting in violation of the foregoing Bid and/or Ad Copy Guidelines. No ADT Marketing Affiliate shall purchase leads from or pay fees to any lead generation publisher or aggregator that violates any of the foregoing guidelines.

Website guidelines

All ADT Authorized Dealers or Marketing Affiliates are required to place the approved ADT Dealer logo or ADT logo (dependent upon which they are respectively licensed to use) prominently in the top left corner of the website's homepage and all landing pages. The ADT Authorized Dealer logo must be larger than and placed above the ADT stop sign logo.

Reporting:

All ADT Authorized Dealers or Marketing affiliates who bid on any ADT Brand Keywords approved in these guidelines are required to provide monthly performance reports on the last day of each calendar month. The performance report needs to include the following metrics for each ADT branded key word and ad copy:

- Impressions
- Click-through rate
- Average cost-per-click
- Sponsored link rank

This requirement may be updated from time to time. Reports need to be emailed to Svenja Schulz (sschulz@tycoint.com).

Any questions concerning these Guidelines or the applicability thereof should be directed to Lori Roberts, Sr. Marketing Specialist, ADT Security Services, at 303-306-5455 or lroberts@adt.com.

4. Saveology and Elephant Group agree to provide the following additional information concerning their telemarketing activities under the Agreement in the format of the following Exhibit H:

- a. A description of all outbound (including all calls made in response to “opt-ins” by the customer) telemarketing campaigns;
- b. The dates during which each campaign was in place; and
- c. The average number of calls made per day for each campaign.
- d. Saveology and Elephant agree to provide to ADT the above listed information on a quarterly basis beginning the first three-calendar-month period after the Effective Date of this Second Amendment

Exhibit H

Sample Quarterly Reporting For Elephant Group and Saveology’s Telemarketing Campaign

Authorized Telemarketer or Dealer Conducting Campaign	Dealer Number/Other Tracking Number	Campaign Name and Description	Campaign Run Dates	Average Number of Calls per Day
John Q Lead Provider	XXXX384	Call back response to website offer	10/01/08-12/01/08	25
John Q Lead Provider		Confirmation of system installation		
John Q Lead Provider		New mover promotion		

5. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6. This Amendment does not replace the terms and conditions set forth in the Agreement unless expressly stated. In the event of an ambiguity between the terms of the Agreement and Amendment, the terms of the Agreement shall prevail unless expressly replaced or changed by this Amendment. The parties hereby ratify and affirm each and every term of the Agreement and First Amendment, unless expressly replaced by this Amendment, as of the effective date of the Agreement and First Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to be effective as of the Effective Date of this Amendment.

ELEPHANT GROUP, INC.

By: _____
Title: Benny Aboud
Date: 12/08/08

ADT SECURITY SERVICES, INC.

By: _____
Title: COVP
Date: 12/10/08

SAVEOLOGY.COM LLC

By: _____
Title: Benny Aboud
Date: 12/08/08

HOMES.ORG LLC

By: _____
Title: Benny Aboud
Date: 12/08/08